

ALLYN & FORTUNA, LLP

Nicholas Fortuna (NF 9191)

Attorneys for Defendant

563-569 CAULDWELL REALTY LLC, f/k/a 381 E. 160 EQUITIES LLC
and M&P REALTY MANAGEMENT LLC

200 Madison Avenue, 5th floor

New York, New York, 10016-3903

Ph: (212) 213-8844

Fax: (212) 213-3318

Honorable Robert W. Sweet, Untied States District Court Judge

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

-----X JURY TRIAL DEMANDED

UNITED NATIONAL SPECIALTY
INSURANCE COMPANY

Docket No.: 08 CV 2936

Plaintiff,

-against-

ANSWER

563-569 CAULDWELL REALTY LLC, f/k/a 381 E.
160 EQUITIES, LLC, M&P REALTY MANAGEMENT
LLC and OMAR PANIAGUA,

Defendants.

-----X

**ANSWER OF DEFENDANTS 563-569 CAULDWELL REALTY LLC, f/k/a 381 E. 160
EQUITIES LLC and M&P REALTY MANAGEMENT LLC**

Defendants 563-569 CAULDWELL REALTY LLC, f/k/a 381 E. 160 EQUITIES, LLC,
M&P REALTY MANAGEMENT (hereinafter "Cauldwell" and "M&P" respectively) by their
attorneys Allyn & Fortuna LLP, hereby answers the allegations in plaintiff UNITED
NATIONAL SPECIALTY INSURANCE COMPANY's (hereinafter "United") Complaint as
follows:

1. Defendants Cauldwell and M&P lack knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph "1" of the plaintiff's complaint.

2. Defendants Cauldwell and M&P lack knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph "2" of the plaintiff's complaint.
3. Defendants Cauldwell and M&P admit the allegations in paragraph "3" of the plaintiff's complaint.
4. Defendants Cauldwell and M&P deny every allegation contained in paragraph "4" of the complaint.
5. Defendants Cauldwell and M&P lack knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph "5" of the plaintiff's complaint.
6. Defendants Cauldwell and M&P lack knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph "6" of the plaintiff's complaint.
7. Defendants Cauldwell and M&P deny every allegation contained in paragraph "7" of the complaint.
8. Defendants Cauldwell and M&P deny every allegation contained in paragraph "8" of the complaint and refer all matters of law and contract interpretation to the Court.
9. Defendants Cauldwell and M&P deny every allegation contained in paragraph "9" of the complaint.
10. Defendants Cauldwell and M&P lack knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph "10" of the plaintiff's complaint.
11. Defendants Cauldwell and M&P deny every allegation contained in paragraph "11" of the complaint, accept admit that the underlying action referred to in plaintiff's answer alleges that the defendant Omar Paniagua was injured while in apartment F7 at 563 Cauldwell Avenue, Bronx County on October 19, 2006.

12. Defendants Cauldwell and M&P admit the allegations in paragraph "12" of the complaint.

13. In response to the allegations contained in paragraph "13" of the Complaint, defendants Cauldwell repeat and re-allege their responses to every allegation contained in paragraphs "1" through "12" of the Complaint.

14. In response to the allegations in paragraph "14", the defendants Cauldwell refers the court to the terms of the policy.

15. Defendants Cauldwell and M&P deny every allegation contained in paragraphs "15,16,17,18,19, and 20" of the complaint.

FIRST AFFIRMATIVE DEFENSE

16. The complaint fails to state a cause of action against the answering defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

17. Plaintiff's claims are barred by the doctrines of waiver.

THIRD AFFIRMATIVE DEFENSE

18. Plaintiff's claims are barred by the doctrines of estoppel.

FOURTH AFFIRMATIVE DEFENSE

19. Plaintiff's claims are barred by the doctrines of laches.

FIFTH AFFIRMATIVE DEFENSE

20. Plaintiff's claims are barred by the statute of limitations.

SIXTH AFFIRMATIVE DEFENSE

21. Plaintiffs' claims are barred by the doctrine of unclean hands.

SEVENTH AFFIRMATIVE DEFENSE

22. The plaintiff lacks subject matter jurisdiction over said defendants.

EIGTH AFFIRMATIVE DEFENSE

23. The plaintiff lacks personal jurisdiction over the Defendant.

NINTH AFFIRMATIVE DEFENSE

24. Venue is improper.

TENTH AFFIRMATIVE DEFENSE

25. The plaintiff lacks standing to assert its claims against the Defendant.

ELEVENTH AFFIRMATIVE DEFENSE

26. Defendants Cauldwell and M&P qualify as an insured under the policy.

TWELFTH AFFIRMATIVE DEFENSE

27. Defendants Cauldwell and M&P gave timely notice of the occurrence and lawsuit to the plaintiff.

THIRTEENTH AFFIRMATIVE DEFENSE

28. The plaintiff's claims are barred by collateral estoppel and by res judicata as the plaintiff's claims have already been determined in another action.

WHEREFORE, the defendants Cauldwell and M&P, respectfully requests that the Court issue a judgment in favor of defendants and against plaintiff as follows:

1. Dismissing the complaint in its entirety;

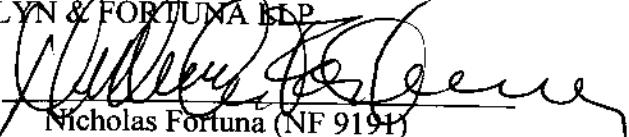
2. Awarding costs and reasonable attorneys' fees for the costs incurred in defending the instant action;

3. Awarding such further relief as this court deems proper.

Dated: New York, New York
April 10, 2008

ALLYN & FORTUNA LLP

By:


Nicholas Fortuna (NF 9191)

Attorneys for the Defendants

563-569 CAULDWELL REALTY LLC, f/k/a 381 E.
160 EQUITIES LLC

and M&P REALTY MANAGEMENT LLC

200 Madison Avenue, 5th Floor

New York, New York 10016

(212) 213-8844

(212) 213-3318 (facsimile)

To:

MIRANDA, SOKOLOFF, SAMBURSKY, SLONE, VERVENIOTIS, LLP

Attorneys for Plaintiff

UNITED NATIONAL SPECIALTY INSURANCE COMPANY

Michael A. Miranda (MAM 6413)

240 Mineola Boulevard

The Esposito Building

Mineola, New York 11501

(516) 741-7676

File No. 07-488

THE ARCE LAW OFFICES, PLLC

Attorneys for Omar Paniagua

3148 East Tremont Avenue

Bronx, New York 10461